357.

SUPREME COURT OF THE UNITED STATES.

No. ~~120~~. 30.

RICHARD SMITH, PLAINTIFF IN ERROR,

VERSUS

TENCH RINGGOLD.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF WASHINGTON.

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UNITED STATES OF AMERICA, *ss.*

The President of the United States to the Judges of the Circuit Court of the United States for the District of Columbia, sitting for the county of Washington, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said circuit court, before you, or some of you, between Richard Smith, plaintiff, and Tench Ringgold, defendant, a manifest error hath happened, to the great damage of the said Richard Smith, as by his complaint appears: we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the —— —— next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of right, and according to the laws and the custom of the United States should be done.

Witness the Honorable John Marshall, Chief Justice of the said Supreme Court.

Issued this 14th day of January, 1832.

WM. BRENT,
Clerk Cir. Co. Dis. Col. Co'y. of Washington.

UNITED STATES OF AMERICA: District of Columbia, Washington county, ss.:

To Tench Ringgold, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the —— Monday of —— next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the District of Columbia, in the county of Washington, wherein Richard Smith is plaintiff, and you are defendant, to show cause, if any there be, why judgment rendered against the said Richard Smith, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable William Cranch, Chief Judge of the Circuit Court for the District of Columbia, this 14th day of January, A. D. 1832.

Service acknowledged by Richard S. Coxe, Esq. for defendant.

DISTRICT OF COLUMBIA, *sct.*

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the first Monday of December, being the fifth day of the same month, in the year of our Lord one thousand eight hundred and thirty-one, and of the independence of the United States of America the fifty sixth:

Present: The Hon. William Cranch, *Chief Judge*,
" Buckner Thruston, and } *Assistant*
" James S. Morsell, } *Judges.*
Henry Ashton, Esq. *Marshal.*
William Brent, *Clerk.*

In the record of proceedings of the same court, among others are the following, to wit:

RICHARD SMITH
against
TENCH RINGGOLD.

Be it remembered, that, heretofore, to wit, on the twenty-third day of September, in the year of our Lord one thousand eight hundred and twenty-nine, the said Richard Smith, by Benjamin L. Lear, Esq. his attorney, filed in the circuit court here, a certain writing obligatory, commonly called a replevin bond, and which is in manner and form, and of the tenor following, to wit:

" Know all men by these presents, that we, Richard Smith and Samuel H. Smith, of the county of Washington, and District of Columbia, are held and firmly bound unto Tench Ringgold, marshal of the District aforesaid, in the full and just sum of two thousand dollars current money, to be paid to the said Tench Ringgold, his certain attorney, executors, administrators, or assigns; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 21st day of September, in the year of our Lord one thousand eight hundred and twenty-nine. Replevin bond.

Whereas the above bound Richard Smith is about to prosecute and sue forth, out of the circuit court of the District of Columbia for the county of Washington, a certain writ of replevin, to be directed to —— of the District aforesaid, commanding the said —— to replevy and deliver to him, the said Richard Smith, the following goods and chattels; that is to say: one four wheel carriage and pair of horses, nine cows, and four horses, the proper goods and chattels of the said Richard Smith, which the abovenamed Tench Ringgold hath taken and unjustly detains, as it is said, against sureties and pledges, and so forth, which said writ is to be returnable to the said circuit court, to be held

Replevin bond.

at the city of Washington, on the first Monday of December next.

Now the condition of the above obligation is such, that if the said Richard Smith do and shall well and truly prosecute with effect the said writ of replevin against the said Tench Ringgold for the taking the said goods and chattels, and shall well and truly return and redeliver the said goods and chattels to the said Tench Ringgold, if a return thereof shall be adjudged by the said circuit court, and shall pay and satisfy unto the said Tench Ringgold, his executors, administrators, or assigns, all such damages, costs, and charges, as shall be adjudged by the said circuit court, or which shall be sustained by occasion of replevying the goods and chattels aforesaid, and shall in all things well and truly observe and perform the judgment of the said court in all things of and upon the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

RD. SMITH, [L. S.]
S. H. SMITH, [L. S.]"

Signed, sealed, and delivered,
in the presence of
B. L. LEAR."

Whereupon, on the day and year aforesaid, the said Richard Smith, by his attorney aforesaid, prosecuted and sued forth out of the circuit court here, the United States' writ of replevin, directed to Thomas Woodward, Esq. of the District aforesaid, by a written order of the Hon. William Cranch, chief judge of the said court, in the words and of the tenor following, to wit:

Writ of replevin.

"DISTRICT OF COLUMBIA, to wit:

The United States of America, to Thomas Woodward, Esq. of the District of Columbia, greeting:

Whereas Richard Smith, of the county of Washington, hath come into the circuit court of the District of Columbia for the county aforesaid, and found sufficient sureties, as well his clamour to prosecute, as for one four-wheel carriage and pair of horses, nine cows, and four horses, the proper goods and chattels of him the said Richard Smith, which a certain Tench Ringgold, of the county aforesaid, hath taken and unjustly detains, against sureties and pledges, &c. (as it is said,) to be returned, if a return thereof shall be adjudged.

You are therefore hereby commanded, that the said goods and chattels, being in the county aforesaid, in your said District, you cause to be replevied, and delivered to the said Richard Smith, and that you put by sureties and safe pledges the said Tench Ringgold, that he be and appear before the said circuit court, to be held in and for the county aforesaid, at the city of Washington, on the first Monday of December next, to answer the said Richard Smith in a plea wherefore he took the goods and chattels of him the said Richard Smith, and them

unjustly detains against gages and pledges, &c.; and how you shall execute this writ, make known to the said court at the day and place aforesaid, and have you then and there this writ.

Witness the Honorable William Cranch, Esq. chief judge of the said court, the 14th day of August, 1829.

Issued this 23d day of September, 1829.

(LEAR.) WM. BRENT, *Clerk.*

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-nine, being the day of the return of the aforegoing writ, comes into the circuit court here the said Richard Smith, by his attorney aforesaid; and Thomas Woodward, Esq. to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here, thus endorsed, to wit: 'Replevied and delivered as per schedule and receipt. Thomas Woodward.' And the said Tench Ringgold, being so forewarned, appears in court here by Richard S. Coxe and Benjamin P. Smith, Esquires, his attorneys; and thereupon, on motion of the said Tench Ringgold, by his attorneys aforesaid, it is ruled by the court here that the said Richard Smith declare against the said Tench Ringgold in the plea aforesaid, or judgment by the court here will be rendered against him in default thereof: and the said Richard Smith, by his attorney aforesaid, prays leave of the court here to imparle until the first Monday of May next, and then to declare against the said Tench Ringgold in the plea aforesaid, and to him it is granted; the same day is given to the said Tench Ringgold, also. Return of writ. Rule nar.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and thirty, to which said day the said Richard Smith had leave to imparle, and then to declare against the said Tench Ringgold in the plea aforesaid, comes again into the circuit court here, as well the said Richard Smith by his attorney aforesaid, as the said Tench Ringgold by his attorneys aforesaid, and the said Richard Smith, by his attorney aforesaid, declares against the said Tench Ringgold in the plea aforesaid, in form following, to wit:

"DISTRICT OF COLUMBIA, *County of Washington, sct.:* Nar.

Tench Ringgold, late of said county, was summoned to answer unto Richard Smith in a plea wherefore he took a certain coachee or carriage, and two certain bay horses, nine cows, and four horses, the proper goods and chattels of the said Richard, and them unjustly detained against sureties and pledges, until, &c.

And whereupon the said Richard, by B. L. Lear, his attorney, complains that the said Tench, on the — day of ——, in the year 1829, at the county aforesaid, took the goods and chattels of the said Richard, to wit, the carriage and horses, nine cows and four horses, aforesaid, and them unjustly detained

against sureties and pledges, until, &c. Wherefore, the said Richard saith he is injured, and has sustained damage to the value of one thousand dollars, and therefore he brings suit, &c.

B. L. LEAR, *for pl'ff.*"

Rule plea.

And thereupon, on motion of the said Richard Smith, by his attorney aforesaid, it is ruled by the court here that the said Tench Ringgold answer to the declaration aforesaid of the said Richard Smith, in the plea aforesaid, or judgment by the court here will be rendered against him in default thereof; and the said Tench Ringgold, by his attorneys aforesaid, defends the force and injury, when, and so forth, and says that he did not take the said carriage, two bay horses, nine cows, and four horses, in the declaration aforesaid abovementioned, in manner and form as the said Richard Smith above against him hath declared, and of this he puts himself upon the country; and the said Richard Smith, in like manner, and so forth. And the said Tench Ringgold, by leave of the court here, according to the form of the statute in such case made and provided, by his attorneys aforesaid, comes and further defends the force and injury, when, and so forth, and says that the said Richard Smith, his action aforesaid against him to have or maintain ought not, because, he says, that the said carriage, two bay horses, nine cows, and four horses, in the declaration mentioned, at the time when, &c., were the property of him the said Tench Ringgold, *without this,* that they were at the time when, &c. the property of the said Richard Smith, as he hath alleged, and this he is ready to verify; wherefore he prays judgment, if the said Richard Smith his action aforesaid against him to have or maintain ought, &c. And the said Richard Smith, by his attorney aforesaid, as to the second plea of him the said Tench Ringgold above pleaded, saith that he, by any thing in the said second plea alleged, from having and maintaining his action aforesaid, to be precluded ought not, because, he saith, that the property of the said carriage, two horses, nine cows, and four horses, at the time of taking the same, was in him the said Richard Smith, in manner and form as he by his declaration aforesaid above thereof hath alleged; and this he prays may be inquired of by the country, and the said Tench Ringgold, in like manner, and so forth; and for trying the issues aforesaid between the parties aforesaid above joined, therefore let a jury thereon appear before the court here on the first Monday of December next, by whom, &c., and who neither, &c., to recognize, &c., because, as well, &c., the same day is given to the said parties, then and there, &c.

Defendant's plea.

Replication to second plea.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and thirty, comes again into the circuit court here, as well the said Richard Smith, by his attorney aforesaid, as the said Tench Ringgold, by his attorneys aforesaid; and the said Tench Ringgold, by his attorney aforesaid, withdraws his first plea hereinbefore set forth and alleged, and says that he will not further prosecute of and upon that

First plea withdrawn.

plea, and the issue thereto joined; whereupon, for trying the issue herein last above joined between the parties aforesaid, it is ordered by the court here that twelve persons from the panel of petit jurors, returned to the court here by the marshal of the district aforesaid, be drawn by ballot, according to the law in such case made and provided; and thereupon the twelve persons being so drawn by ballot, and called, come, to wit: John D. Clark, Philip Williams, Joseph Helen, Charles Wood, James Birth, Vincent King, John Carothers, Francis King, George Crandle, Elias Williams, Thomas Taylor, and James Friend, who being empannelled and sworn to say the truth in the premises, upon their oath do say that the property of the said carriage, two horses, nine cows, and four horses, within mentioned, at the time of the taking thereof, was in him the said Tench Ringgold, as he within by pleading hath alleged; and they assess the damages of the said Tench Ringgold by occasion within written, to the sum of one cent; whereupon, the said Tench Ringgold, by his said attorneys, prays judgment against the said Richard Smith, of and upon the verdict aforesaid, by the jurors aforesaid given in form aforesaid; and the said Richard Smith, by his said attorney, saith that the court here ought not to proceed to render judgment upon the said verdict, by the jurors aforesaid in form aforesaid given, and prays that judgment against him, of and upon the said verdict, may be staid, and that the same verdict may be set aside, and the issue aforesaid be tried anew by other jurors to be afresh empannelled; and files in court here the following reasons, that is to say:

Jury empanelled and sworn on 2d plea.

Jurors' names.

Verdict of jury.

Motion for new trial.

RICHARD SMITH
vs.
TENCH RINGGOLD. } *Replevin. Reasons for new trial.*

Reasons for new trial.

1. Misdirection of the court to the jury.
2. New discovered evidence.
3. Verdict against evidence.
4. Rejection of Mr. Wallach's evidence by the court.

B. L LEAR.
7 *Jan.* 1831.

And the said Richard Smith, by his attorney aforesaid, also files in court here the following affidavit, &c., to wit:

"Richard Smith, cashier of the Office of Discount and Deposite of the Bank of the United States at the city of Washington, makes oath in due form of law, that at the trial of the cause of Richard Smith (himself) against Tench Ringgold, December term, 1830, of the circuit court of the District of Columbia for the county of Washington, in which he was examined as a witness, he had forgotten that he had written to Mr. Gales the within letter, or had received from Mr. Mauro the note herein, or that any possession of the property conveyed to him by the deed of Henry T. Weightman and Joseph Gales and Richard Wallach had ever been taken by him or any other person for

Affidavit of Richard Smith.

him, and that he never recollected any thing in relation to it till he was reminded by the attorney of the bank, after the trial was over, that Mr. Mauro had written him a note on the subject, the attorney saying that Mr. Mauro had told him so since the trial; that, upon looking then into his files, he found this paper, and now remembers the circumstances relating to it.

Sworn before me, this 21st March, 1831.

S. H. SMITH, *J. P.*

Office Bank United States,
Washington, June 30, 1829.

JOSEPH GALES, Jun., Esq.:

Letter from Mr. Smith to Mr. Gales.

Dear Sir: Your letter of this date was laid before the board of directors, and I am authorized to say, that if you will at once place in the hands of Mr. Mauro sufficient property to raise the 500 dollars due to Messrs. Ladd & Wheelwright, and also to pay the 2000 dollars required to be raised within 60 days from the date of our last arrangement, this bank will pay to the marshal the amount due to Messrs. Ladd & Wheelwright.

I am, dear sir, yours, very respectfully,

RICHD SMITH, *Cashier.*

Certificate of possession by Mr. Mauro.

Mr. J. Gales, jun. has this day placed in my possession, by the usual delivery, all his personal property, consisting of furniture, slaves, &c. &c., subject to the orders of the president and directors of the United States' Office of Discount and Deposite.

July 16th, 1829. P. MAURO, *Auct'r.*

Philip Mauro makes oath that the above statement made by him to Richard Smith, 16th July, 1829, is just and true.

Sworn before the undersigned, a justice of the peace of the county of Washington, this 22d day of March, 1831.

JOHN CHALMERS, *J. P.*

And because the court here are not advised of giving their judgment of and upon the premises, therefore day thereof is given, as well to the said Richard Smith as to the said Tench Ringgold, before the court here, until the first Monday of May next, to hear their judgment of and upon the premises, for that the court now here are not yet, &c.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and thirty-one, comes again into the circuit court here, as well the said Richard Smith, by his attorney aforesaid, as the said Tench Ringgold, by his attorneys aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court here, is continued until the first Monday of December next.

And now at this day, to wit, the said first Monday of December, in the year of our Lord one thousand eight hundred and thirty-one, comes again into the circuit court here, as well

the said Richard Smith, by his attorney aforesaid, as the said Tench Ringgold, by his attorneys aforesaid; whereupon all and singular the premises being seen, and by the court here more fully understood, and mature deliberation being thereupon had, for that it appears to the court here, that the verdict aforesaid is in no wise insufficient or erroneous, and that the same ought not to be set aside, and that no new trial ought to be had of the issue aforesaid: therefore it is considered by the court here, that the said Tench Ringgold have a return of the said carriage, two horses, nine cows, and four horses, to hold to him irreprievable forever, and that the said Tench Ringgold recover against the said Richard Smith as well the said sum of one cent, his damages aforesaid by the jurors aforesaid in form aforesaid assessed to be sustained by occasion of the premises aforesaid, as the sum of ———, by the court here adjudged unto the said Tench Ringgold for his costs and charges by him about his defence in this behalf laid out and expended; and the said Richard Smith in mercy, and so forth.

Motion for new trial over-ruled.

Judgment on verdict.

Memorandum. Before the jurors aforesaid withdrew from the bar of the court here, at December term, 1830, the said Richard Smith, by his attorney aforesaid, filed in court here the following bill of exceptions, to wit:

RICHARD SMITH
vs.
TENCH RINGGOLD. } *Exceptions.*

Bill of exceptions.

The plaintiff, to support the issue in this case on his part joined, produced and read in evidence a deed from Joseph Gales to Henry T. Weightman, dated 28th July, 1828, in the words following, (copied at page 17, &c.) and another deed from Henry T. Weightman and Joseph Gales to the plaintiff, dated 4th June, 1829, in the words following, (copied at page 20, &c.) both which were duly acknowledged and recorded according to the act of assembly of 1729, chapter 8, and proved by competent testimony that the property replevied in this case, and which had been taken in execution by the defendant, was in the possession of the said Gales at the time he made his deeds aforesaid.

And the defendant, on his part, produced a judgment of the circuit court of the District of Columbia, of John P. Van Ness, against said Joseph Gales, obtained 28th May, 1828, and an execution of fieri facias issued thereon 29th November, 1828, returned nulla bona; another such execution issued 23d December, 1828, which was laid on property of said Gales, and $56 90 made thereon 16th June, 1829, and $ 26 39, credited 20th April, 1829, and another such execution issued 26th June, 1829, laid on the property replevied in this suit. And the said defendant produced a schedule, (copied at page 16,) and proved that, at the making the said bills of sale, the said Gales had and held possession of the property purporting to be conveyed

thereby, and continued in possession ever since, using the same as his own, until the time of the levying of the last mentioned writ of fieri facias; that no part thereof has been sold by the plaintiff in this action, and no part of the debt of $5,310 has been paid. And the plaintiff proved that the said deeds were made by the said Gales upon the requisition of the Bank of the United States, the certui que trust therein; that the said Gales & Seaton are and have been largely indebted to the said bank, in addition to this $5,310, for which the said bank has taken and holds further and other security upon the real and personal estate of said Gales & Seaton, and that this sum was bona fide due to the bank when the deed was made, and that the security of the bank for all the debts of said Gales to it is considered by the officers and agents thereof insufficient by several thousand dollars.

Whereupon the defendant, by his counsel, prayed the court to instruct the jury as follows:

"If the jury shall be satisfied by the evidence aforesaid, that, at the time of the execution and delivery of the said deed of the 4th of June, 1829, from the said H. T. Weightman and the said Joseph Gales, jun., to the said Richard Smith, the said Joseph Gales, jun. was in actual possession of the property intended to be transferred and assigned by the said deed, and continued and remained in the actual possession thereof after the execution and delivery of the said deed until the writ of fieri facias aforesaid was levied upon the same, or upon a part thereof as aforesaid, then the said deed is in law fraudulent and void as to the said John P. Van Ness, the creditor in the said writ mentioned."

Which instruction the court gave, to which the plaintiff, by his counsel, excepts, and prays the court to sign and seal his exceptions, which is accordingly done, this sixth day of January, 1831.

W. CRANCH, [SEAL.]
JAMES S. MORSELL, [SEAL.]

Schedule of property referred to at page 14.

Schedule of property referred to at page 14.

One green carriage,	valued at	$275
One pair of bay carriage horses,	do	500
Four horses	do	300
Nine cows	do	180
		$1,235

Test: WM. BRENT, *Clerk.*

JOSEPH GALES, Jun. to HENRY T. WEIGHTMAN } *Deed of Trust.* *Recorded 29th July*, 1828.

Deed from J. Gales to H. T. Weightman, referred to at p. 13.

This indenture, made this twenty-eighth day of July, in the year eighteen hundred and twenty-eight, between Joseph Gales, jun., of the city of Washington, in the District of Columbia, of the one part, and Henry T. Weightman, of the same place, of the other part. Whereas Richard Wallach, of the said city, at the request and for the accommodation of the said Joseph Gales, jun. and William W. Seaton, became drawer, and William A. Bradley, of the same place, became endorser, of a bill of exchange on John S. Skinner, of Baltimore, which has by the said Skinner been accepted, bearing date the twenty-third of November, eighteen hundred and twenty-seven, at ninety days, for the sum of three thousand dollars. And whereas, also, the said Richard Wallach, at the request and for the accommodation of the said Joseph Gales and William W. Seaton, became endorsers of a certain other bill of exchange drawn by George M. Grouard on the said Skinner, dated the twenty second day of April, eighteen hundred and twenty-eight, at ninety days, for the sum of two thousand dollars, both which bills were discounted at the office of Discount and Deposite of the Bank of the United States in said city, and now lay over unpaid by the said Gales & Seaton; and whereas it is intended to renew the said bill so as aforesaid drawn by said Grouard by another bill drawn by him for same amount, dated 23d July, 1828, on the said Skinner, at ninety days, payable to the order of said Wallach, which said Wallach has, at the like request of the said Gales & Seaton, agreed to endorse.

Now this indenture witnesseth that the said Joseph Gales, jun., in consideration of the premises, and of the sum of five dollars to him in hand paid by the said Henry T. Weightman at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, has granted, bargained and sold, assigned, transferred, and set over, and by these presents does grant, bargain and sell, assign, transfer, and set over unto the said Henry T. Weightman, his executors, administrators, and assigns, all his, the said Joseph Gales, jun.'s goods and chattels, household stuff and furniture, slaves, personal estate, and effects whatsoever. To have and to hold, all and singular, the said goods and chattels, household stuff and furniture, slaves, personal estate, and effects, and every of them, unto the said Henry T. Weightman, his executors, administrators, and assigns forever. In trust, nevertheless, to and for the following uses, intents, and purposes, that is to say, in case the said Joseph Gales, jun. and William W. Seaton fail to pay the said bills of exchange, or either of them, or any part thereof, or any other bill of bills of exchange, promissory note or notes, which have been or may at any time or times hereafter be given in lieu or by way of renewal of the said bills of exchange or either of them, or of any part of the amount thereof, when payment

shall be required, that then in any or either of said cases, the said Henry T. Weightman, his executors or administrators, shall take possession of the said goods and chattels, household stuff and furniture, slaves, personal property, estate, and effects, and sell the same, or so much thereof as may be necessary, at public or private sales, for cash, or on credit, as he or they may deem best, and from the proceeds thereby arising, pay, in the first place, all expenses of such sale; secondly, pay off and discharge the said bills of exchange, promissory notes, or such or so much thereof as may remain unpaid, with all interest, cost, and charges thereon, the supplies to be paid over to the said Joseph Gales, junior, his executors, administrators, or assigns. In witness whereof, the said Joseph Gales, jun. has hereto set his hand and seal, this twenty-eighth day of July, eighteen hundred and twenty-eight.

JOSEPH GALES, Jun. [SEAL.]

Signed, sealed, and delivered, in the presence of
WILL. HEBB.

DISTRICT OF COLUMBIA, *Washington County, sct.:*

Be it remembered, that on this twenty-eighth day of July, eighteen hundred and twenty-eight, before me, the subscriber, a justice of the peace in and for said county, personally appears the abovenamed Joseph Gales, jun. and ackowledges the foregoing deed or instrument of writing to be his act and deed for the purposes therein mentioned.

WILL. HEBB.

True copy. Test:

WILLIAM BRENT, *Clerk.*

Deed from Gales and Weightman to R. Smith, referred to at p. 14.

HENRY T. WEIGHTMAN and JOS. GALES, Jun. to RICHARD SMITH. — *Deed of Trust. Recorded 9th June*, 1829.

This indenture, made this fourth day of June, in the year eighteen hundred twenty nine, between Henry T. Weightman, of the city of Washington, in the District of Columbia, of the first part, Joseph Gales, junior, of the said city, of the second part, and Richard Smith, of the same place, cashier of the Office of Discount and Deposite of the Bank of the United States at said city, of the third part. Whereas the said Joseph Gales, junior, by an indenture bearing date on or about the twenty-eighth day of July, in the year eighteen hundred and twenty-eight, (recorded in liber W. B. No. 23, one of the land records for Washington county, in the district aforesaid,) to secure the payment of two bills of exchange therein mentioned, one for the sum of three thousand dollars, the other for the sum of two thousand dollars, which said bills were discounted at the said office, conveyed all and singular his goods and chattels, household stuff and furniture, slaves, personal estate, and effects, unto

the said Henry T. Weightman, his executors, administrators, and assigns, forever, upon the trusts in said indenture set forth. And whereas the said Joseph Gales, jun. and William W. Seaton, for whose use and accommodation the said bills were drawn, endorsed, and discounted, being desirous of retiring said bills, and releasing the respective parties thereon from their responsibility for the payment thereof, and also of continuing the said accommodation in part, have passed to the said bank in lieu thereof, and to secure the payment of the further sum of three hundred and ten dollars, a promissory note drawn by them, under the names, prior, and style of Gales & Seaton, for the sum of five thousand three hundred and ten dollars, bearing date the second day of June, eighteen hundred and twenty-nine, payable to the order of Richard Smith, cashier, sixty days after the date thereof. Now, this indenture witnesseth, that the said Henry T. Weightman, in consideration of the premises, and of the sum of five dollars to him in hand paid by the said Richard Smith at or before the sealing and delivery hereof, the receipt of which is hereby acknowledged, at the request and with the consent and approbation of the said Joseph Gales, junior, testified by his becoming party hereto, and sealing and delivering these presents, has granted, bargained, sold, and by these presents does grant, bargain, and sell unto the said Richard Smith, his executors, administrators, and assigns, all and singular the said goods and chattels, household stuff and furniture, slaves, personal estate, and effects, in and by the said in part recited indenture conveyed to him the said Henry T. Weightman, to have and to hold, all and singular, the said goods and chattels, household stuff and furniture, slaves, personal estate, and effects, unto the said Richard Smith, his executors, administrators, and assigns, forever, upon the trusts nevertheless hereinafter mentioned. And this indenture further witnesseth, that the said Joseph Gales, junior, in consideration of the premises, and of the sum of five dollars to him in hand paid by the said Richard Smith, at or before the sealing and delivery hereof, the receipt of which is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, and sell, unto the said Richard Smith, his executors, administrators, and assigns, forever, all and singular, his, the said Joseph Gales, junior's, goods and chattels, household stuff and furniture, personal estate, slaves, and effects, whatsoever: to have and to hold the said last mentioned goods and chattels, household stuff and furniture, slaves, personal estate, and effects, unto the said Richard Smith, his executors, administrators, and assigns, forever, upon the trusts nevertheless hereinafter mentioned, that is to say, in trust to raise forthwith, by a sale of so much of the property hereby conveyed or intended so to be, as may be necessary, the sum of two thousand dollars, over and above all expenses of said sale and other expenses of this trust, and apply the same to the payment of the said note, the said sale to be public or private, for cash or on credit, as the said Richard Smith may deem best; and upon this

further trust, in case if any default in the payment of the said note, or any other notes which may be at any time or times hereafter given in lieu, or by way of renewal thereof, or of any part of the amount thereof, to sell the residue of the said property, or so much thereof as may be necessary, at public or private sale, for cash or on credit, as the said Richard Smith, his executors or administrators, may think proper, and out of the proceeds thereby arising, pay in the first place all expenses of such sale, and other expenses of this trust; secondly, pay off the said debt, or so much thereof as may remain unpaid, with all discounts, interests, costs, and charges thereon; the *supplies*, if any, to be paid over to the said Joseph Gales, junior, his executors, administrators, or assigns. In witness whereof, the said Henry T Weightman and Joseph Gales, junior, have hereto severally set their hands and seals the day and year first herein before written.

HENRY T. WEIGHTMAN, [SEAL.]
JOS. GALES, JUN. [SEAL.]

Signed, sealed, and delivered, in the presence of
RICHARD WALLACH,
THOMAS CARBERY.

DISTRICT OF COLUMBIA, *Washington County, sct.:*

Be it remembered, that on this fourth day of June, 1829, before the subscriber, a justice of the peace in and for said county, personally appears the above named Henry T. Weightman and Joseph Gales, junior, and severally acknowledge the foregoing deed or instrument of writing to be *her* act and deed.

THOS. CARBERY.

True copy. Test:

WILLIAM BRENT, *Clerk.*

And whereas, afterwards, to wit, on the fourteenth day of January, in the year of our Lord one thousand eight hundred and thirty two, the said Richard Smith, by his attorney aforesaid, produced and filed in court here, the United States' writ for the correcting of errors of and upon the judgment aforesaid, directed to the judges of the circuit court of the District of Columbia, in the county of Washington; and in pursuance thereof, (the defendant having agreed to dispense with an appeal bond,) and according to the form and effect of the law in such case made and provided, a transcript of the record of proceedings of the judgment aforesaid, and all things thereunto relating, with the writ of error aforesaid, is hereby transmitted to the said Supreme Court accordingly.

In testimony whereof, I hereunto subscribe my name, and affix the seal of the said circuit court for the county [SEAL.] aforesaid, at the city of Washington, this 28th day of January, A. D. 1832.

WM. BRENT, *Clerk.*